

Appl. No.: 10/645,336
Amdt. dated April 4, 2008
Reply to Office Action of January 4, 2008

REMARKS/ARGUMENTS

Applicants respectfully request reconsideration of the present application in view of the preceding amendments and following remarks, which are responsive to the final Office Action mailed January 04, 2008. In response to the Office Action, Claim 71 has been amended and Claims 76-82 have been added. Following this amendment, Claims 71-82 are pending in this application.

Claim Rejections

In the Office Action, the Examiner issued a nonstatutory obviousness type double patenting rejection of Claims 71-75 in light of U.S. Patent No. 6,631,358. The Examiner also rejected Claims 71-75 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 6,105,865 ("*Hardesty*"). Each of these rejections is addressed below.

A. Claims Rejection: Obviousness Type Double Patenting

In the Office Action, the Examiner issued a nonstatutory obviousness type double patenting rejection of Claims 71-75 in light of U.S. Patent No. 6,631,358. To overcome this rejection, Applicants have submitted herewith a terminal disclaimer. Therefore, Applicants respectfully request that this rejection be withdrawn.

B. Claims Rejection: 35 U.S.C. § 102(b)

In the Office Action, the Examiner rejected Claims 71-75 under 35 U.S.C. § 102(b) as being anticipated by *Hardesty*. These claim rejections are addressed below.

i. Rejection of Independent Claim 71

Independent Claim 71 has been amended to clarify the claim based on the Examiner's comments. Accordingly, Applicants respectfully submit that *Hardesty* fails to teach or suggest every element recited in independent Claim 71 as amended. For example, *Hardesty* fails to teach or suggest at least the following elements of Claim 71 as amended:

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determining with a computer that a consumer-initiated transaction is a covered transaction pursuant to a savings agreement with the consumer for depositing specified funds, wherein:

covered transactions pursuant to the agreement are determined according to at least one of the time at which a transaction occurs and the transaction amount,

the specified funds comprise a deposit amount that the consumer has agreed to deposit based on the savings agreement and the consumer-initiated transaction, and

the specified funds will be directed on the consumer's behalf to a specified savings vehicle at a financial institution

In particular, *Hardesty* discloses a system for providing *rebates* in conjunction with consumer transactions. More specifically, Hardesty discloses:

The present invention provides a system in which an individual is issued a special credit type card which is designated a "Retirement Charge Card" (RCC). The user would have an identifiable account in a trust fund and the RCC would be issued by banks or other existing financial institutions. Individuals, upon consummating transactions such as credit purchases using the card, would be rewarded with a **rebate** in a predetermined amount, which rebate would not go directly to the individual card holder but rather would be deposited into the card holder's trust fund account. The invention contemplates using existing electronic credit and banking systems for approval both approving the issuance of cards and approving individual transactions.

Col. 3, lines 52-64 (Emphasis Added).

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In contrast to *Hardesty*, Claim 71 is directed to a computer-assisted method of facilitating consumer savings, not rebates. That is, Claim 71 recites that “a consumer-initiated transaction is a covered transaction pursuant to a savings agreement with the consumer for depositing specified funds, wherein: . . . the specified funds comprise a deposit amount that the consumer has agreed to deposit based on the savings agreement and the consumer-initiated transaction . . .” Illustratively, the two examples provided on page 8 of the original specification may lend understanding to the claims:

Example 1

Consumer C enters a savings agreement with credit card issuer (bank, credit union, merchant, etc.) CI whereby for each \$100 that would otherwise be charged to the card in the absence of the savings agreement, CI will bill C for \$107. Of the specified \$7, on payment \$0.25 will be kept by CI as a service fee, and \$6.75 will be automatically deposited by CI on C's behalf in a specified savings account.

Example 2

As in Example 1, but the savings agreement specifies a flat amount per month. For instance, regardless of purchases made by C, the monthly bill from CI will show a charge of \$50.00 for “savings set-aside” or the like. Of this amount, \$0.50 will be kept by CI as a service fee, and \$49.50 will be automatically deposited by CI on C's behalf in a specified savings account.

As can be understood from the above examples, Claim 71 is an automatic savings plan that can be used by consumers, not a rebate plan provided by a merchant. Thus, the concepts of independent Claim 71 are not taught or suggested by *Hardesty*.

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In light of the above, Applicants respectfully submit that *Hardesty* fails to teach or suggest the elements of independent Claim 71 as amended. Accordingly, Applicants respectfully request that the current rejection of these claims be withdrawn.

ii. Rejection of Dependent Claims 72-82

Dependent Claims 72-82 depend from independent Claim 71. These dependent claims include all of the recitations of the corresponding base claim and any intervening claims plus their additional recitations that further distinguish the art applied in the rejection. Thus, for at least the reasons set forth above with respect to independent Claim 71, Applicants respectfully assert that these claims are in condition for allowance and respectfully request that the current rejection of these claims be withdrawn.

Conclusion

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,

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